

## **APPENDIX NUMBER PORTABILITY**

## TABLE OF CONTENTS

<b>1. INTRODUCTION.....</b>	<b>3</b>
<b>2. LOCAL NUMBER PORTABILITY.....</b>	<b>3</b>
<b>3. MASS CALLING.....</b>	<b>6</b>
<b>4. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....</b>	<b>7</b>

## **APPENDIX NP NUMBER PORTABILITY**

### **1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for Number Portability provided by TDS TELECOM and CLEC.
- 1.2 The prices at which TDS TELECOM agrees to provide CLEC with Number Portability are contained in the applicable Appendix PRICING and/or the applicable tariff where stated.

### **2. LOCAL NUMBER PORTABILITY**

#### **2.1 General Terms and Conditions**

- 2.1.1 The Parties agree to at all times adhere to all FCC orders, NANC and Industry Numbering Committee guidelines that establish the technology and standards for Local Number Portability (LNP).
- 2.1.2 The Parties do not offer LNP services and facilities for NXX codes 555, 976, 950.
- 2.1.3 TDS TELECOM may cancel any line-based calling cards associated with telephone numbers ported from their switch.
- 2.1.4 Complex ports require project management and will require negotiation of due date intervals. Complex ports include:
  - 2.1.4.1 Port requests of 51 or more numbers;
  - 2.1.4.2 Porting of 15 or more access lines for the same customer at the same location;
  - 2.1.4.3 Porting associated with complex services including but not limited to Centrex and ISDN.
- 2.1.5 The Parties shall adhere to reserved number standards as set by the FCC.
- 2.1.6 The Parties shall cooperate in performing activities required to port Customer telephone number(s). The primary responsibility for the coordination of such activities will be assumed by the Party porting in the Customer telephone number(s).

#### **2.2 Obligations of Both Parties**

- 2.2.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier to whom it was originally assigned after appropriate time has elapsed for intercept notification.
- 2.2.2 Each Party has the right to block default routed calls (e.g. calls sent without the N-1 query being performed) from entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 2.2.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 2.2.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing. Intercompany testing shall be performed prior to the submission of actual porting orders.
- 2.2.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the Local Number Portability Administration Working Group (“LNPA WG”).
- 2.2.6 Each Party shall abide by FCC accepted NANC and the LNPA WG provisioning and implementation processes.
- 2.2.7 Each Party shall become responsible for the End User’s other telecommunications ancillary services, when the Party ports the End User’s telephone number to their switch.
- 2.2.8 Where the porting-out Party is currently capable of setting LRN unconditional or 10-digit triggers, the 10-digit trigger will be used by such Party. Where the porting-out Party is not currently capable of setting the LRN 10-digit trigger, a manual process will be implemented. Both Parties agree to work cooperatively to implement procedural interfaces for LNP either using the LRN 10-digit trigger or a manual process in accordance with the timelines outlined in this Section 2.2.8 to make a telephone number (“TN”) available for porting and to remove the TN from the porting-out Party’s switch.
  - 2.2.8.1 The TN will be made available by the porting-out Party for activation by the porting-in Party by no later than 00:00 GMT on the FOC due date. The TN will remain in the porting-out Party’s switch until the porting-in Party either takes the TN (trigger case) or, if the porting-in Party does not take the TN, until the next

business day after 08:00 hours Eastern time of the FOC due date. If a manual process is employed by the porting-out Party, the TN will remain in the porting-out Party's switch for forty-eight (48) hours as provided herein unless the porting-in Party places a telephone call or an email during regular working hours to notify the porting-out Party that the TN has been ported and request that it be removed from the porting-out Party's switch.

2.2.8.2 The Parties recognize that CLEC does not currently set 10-digit triggers. CLEC agrees to implement 10-digit triggers for purposes of LNP under this Agreement concurrent with the practice of setting 10-digit triggers for any other local exchange carrier served by the same CLEC switch that serves the TDS TELECOM service area.

2.2.9 Loss Notification. Pursuant to 47 CFR §64.4002(g), where the port of the End User's service includes presubscribed IntraLATA Toll and/or InterLATA Toll, the porting-out Party shall be responsible to notify the pre-subscribed toll carrier(s) of the port of an End User to the porting-in Party. Upon request of the porting-in Party or the End User, the porting-out Party shall work cooperatively to assist in the resolution of erroneous billing that continues after the port is completed.

## 2.3 Limitations of Service

2.3.1 Telephone numbers can be ported only within TDS TELECOM rate centers or rate districts, which ever is a smaller geographic area, as approved by the State Commission. If geographic number portability is ordered by the FCC or the Commission during the term of this Agreement, the Parties will promptly negotiate any necessary revisions to this appendix to accommodate geographic number portability. In the event the Parties are unable to negotiate such changes within thirty (30) days, either Party may invoke the dispute resolution procedures under this Agreement.

2.3.2 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCi) networks are not portable via LRN. Such numbers will be ported on an ICB basis upon request.

## 2.4 Service Descriptions

2.4.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.

- 2.4.2 If a Party chooses not to fulfill its N-1 carrier responsibility, the other Party will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. TDS TELECOM will perform LNP Query Service for CLEC pursuant to the terms and conditions set forth in National Exchange Carrier Association (NECA) Tariff FCC No. 5. CLEC will perform N-1 responsibilities on the same terms as TDS TELECOM provides for in its applicable tariff.
- 2.4.3 A Party shall be responsible for payment of charges to the other Party for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX. Charges by each Party will be at the rate set forth in TDS TELECOM's applicable tariff.
- 2.4.4 Both Parties shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

## 2.5 Pricing

- 2.5.1 The price of LNP queries shall be the same as those in NECA's FCC No. 5 Access Services Tariff in which TDS TELECOM is a concurring carrier.
- 2.5.2 Other than standard Service Order charges for processing Local Service Requests (LSRs) as specified in Appendix Pricing, the Parties agree not to charge each other, or any of the other Party's End Users for the provisioning or conversion of ported telephone numbers during regular working hours. To the extent either Party requests porting to be performed outside of the other Party's regular working hours, or the work requires the porting-out Party's technicians or project managers to work outside of regular working hours, overtime or premium time and material charges, as specified in Appendix Pricing, shall apply.

## 3. **MASS CALLING**

### 3.1 General Terms and Conditions

- 3.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the LNP database. Number portability for mass calling codes will be done on an Individual Case Basis.

**4. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 4.1 Every interconnection and service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection or service.